

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: Request from the United Kingdom
Pursuant to the Treaty Between the Government of
the United States of America and the Government
of the United Kingdom on Mutual Assistance in
Criminal Matters in the Matter of Dolours Price

M.B.D. No. 11-MC-91078

AFFIDAVIT OF ROBERT K. O'NEILL

I, Robert K. O'Neill, being duly sworn, state as follows:

1. I am the Burns Librarian of the Honorable John J. Burns Library of Rare Books and Special Collections at Boston College, and a part-time faculty member in the Political Science Department at Boston College.

2. The Burns Library preserves over 250,000 volumes, 16,000,000 manuscripts, and important collections of architectural records, maps, art works, newspapers, photographs, films, prints, and artifacts. These materials are housed in the climate-controlled, secure environment of Burns either because of their rarity or because of their importance as part of a special collection. The Burns Library has achieved international recognition in several areas of research, including Irish studies. The Irish Collection at Burns is widely regarded as one of the most comprehensive collections of its kind outside Ireland. It has been noted for its strong holdings of books, pamphlets, manuscripts, newspapers, and periodicals documenting Irish history and society from the late 1700's to the present.

3. Following the peace process that culminated in the Good Friday Agreement of April 10, 1998, the Trustees of Boston College in 2001 sponsored the Belfast Project, an oral

history project to document in tape-recorded interviews the recollections of members of the Provisional Irish Republican Army, the Provisional Sinn Fein, the Ulster Volunteer Force, and other paramilitary and political organizations regarding their involvement in the “Troubles” in Northern Ireland from 1969 forward. The purpose of the Belfast Project was to gather and preserve for future academic study the stories of individual participants before they took their stories to the grave. The materials would not only illuminate the intricacies of the Northern Ireland conflict, but would also help scholars analyze the more general issues of societal violence. Boston College was uniquely positioned to undertake this important preservation effort because it had played a significant role in the peace process in Northern Ireland and had earned the respect and trust of individuals on both sides of the divide.

4. In early 2000 Belfast Sunday Tribune journalist and author Ed Moloney first proposed to Boston College the oral history project that became the Belfast Project. Boston College had the advantage of being far removed from either the Republic of Ireland or Northern Ireland, because participants – interviewers and interviewees – would have been extremely wary of speaking candidly on tapes that might be deposited in either Ireland or the United Kingdom. Boston College was also recommended to Ed Moloney by distinguished Queens University Belfast Political Science Professor Paul Bew, now Lord Bew, who had been the Burns Library Visiting Scholar in Irish Studies. Professor Bew is widely regarded as the foremost expert on the Troubles, and he recognized the importance of documenting the stories of the paramilitaries for posterity before they died.

5. I signed an agreement with Ed Moloney to serve as Project Director for the Belfast Project dated January 31, 2001. A true and complete copy of the January 31, 2001, Agreement is annexed to this statement and marked O’Neill Attachment 1. While that

Agreement refers to interview materials being stored both in Belfast and at Boston College, in fact all of the materials were sent for deposit in the Burns Library, to assure their security and confidentiality.

6. Each person interviewed for the Belfast Project was offered a donation agreement directing that his or her interview materials be deposited in the Burns Library at Boston College. If the interviewee agreed to the donation, the donation form reassured the interviewee that no part of the interviews would be released without the interviewee's approval or until the interviewee died, whichever came first.

7. A uniform donation agreement for Belfast Project interview materials was offered to all interviewees. It was the same as the form signed by one of the interviewees, the late Brendan Hughes, that is annexed to this statement as O'Neill Attachment 2, except that the Hughes donation form has additional handwritten terms that he requested.

8. I understand that the person who interviewed Dolours Price, Anthony McIntyre, recalls that she signed a donation agreement in the form of O'Neill Attachment 2, and that he sent the form she had executed to the Burns Library. We have conducted a search of the archives of the Belfast Project and have been unable to find the form executed by Dolours Price, but we have no reason to doubt that she did sign one, just as the same donation agreement was signed by most of the other interviewees in the Belfast Project.

9. The audiotapes of interviews, the transcripts of those interviews, and floppy disks of transcripts in Microsoft Word and text formats, including the interviews of Dolours Price, were stored in the Treasure Room of the Burns Library at Boston College. The Treasure Room is a secure area, monitored by cameras, with access by a combination of key entry and a code entered onto a security pad. Access is limited to select Burns staff, and the key to the Treasure

Room must be signed out by staff. The Treasure Room has a state-of-the-art HVAC system and a Halon fire suppressant system.

10. No one, other than I, has been permitted access to the transcripts and tapes of the interviews, including the Dolours Price interviews, except for the person who interviewed her, Anthony McIntyre, the typist who transcribed the interviews, Boston College Professor Thomas Hachey, Executive Director of the Center for Irish Programs at Boston College, and the Belfast Project Director, Ed Moloney. A sampling from the transcripts was made available in the 2001-2002 time period to two scholars of Irish history for their assessment of the historical value of these interviews and the quality of the interviewers' work.

11. Given the sensitive nature of the information revealed by the interviewers, it was important from the start to assure the participants in the oral history project that every effort would be made to keep their participation confidential, and that no transcripts or tapes would be released before the deaths of the interviewees unless they gave formal permission to do so. Understandably, neither Republican nor Loyalist paramilitaries had much confidence in the governments of Northern Ireland or the United Kingdom, especially the justice system. Some had been interned for long periods without trial, subjected to torture, convicted by Diplock courts (trial before a single judge who relied almost exclusively on the testimony provided by police officers who were sometimes the very people who used extreme measures to extract confessions), and, once convicted, were subjected to inhumane conditions and beatings in prison.

12. Had the assurances of confidentiality not been made, it is doubtful that any paramilitary would have participated in this oral history project. Their stories would have died with them, and an opportunity to document and preserve a critical part of the historical record would have been lost forever.

13. When Ed Moloney first proposed this project, I raised the concern about a court-ordered demand for the records, but was persuaded that it would be highly unlikely for any government to seek, or court to order, their disclosure. The Good Friday Agreement called for the early release of prisoners, many guilty of heinous crimes, because the leaders of the peace talks agreed that this was the only way to bring the paramilitaries on board. Northern Ireland, mired for centuries in the past, needed to move forward.

14. In September 2010, Ed Moloney sent me one CDR labeled "D. P." and three DVRs labeled "D. Price" and asked me to put them in with the files for interviewee "H," a participant in the Belfast Project. These interviews were not gathered during the Belfast Project, but were deposited at Burns Library by Ed Moloney because he thought they should be part of the historical record relating to interviewee "H" in that Project. He also informed me that he thought the materials would be secure as part of this archive.

15. Only two months ago, the British and Irish governments donated the highly sensitive papers of the Independent International Commission on Decommissioning to Boston College, a clear affirmation from both governments of their trust and faith in Boston College as a neutral, unbiased, and secure repository for sensitive historical papers. That act further demonstrated the unique position of the Burns Library archives in storing and preserving confidential information.

16. The mandatory disclosure of these materials would also have a chilling effect on oral history in general, especially oral history projects dealing with sensitive and controversial subjects. Without the promise of limited confidentiality, it would be difficult if not impossible to convince individuals to speak candidly for posterity.

17. Perhaps even more troubling is the message that the mandatory disclosure of these interviews materials is likely to send for the peace process. Northern Ireland decided that the time is not right for a Truth and Reconciliation Commission in large measure, I believe, out of concern that focusing on the past now would only delay and impede efforts to move forward. The forced disclosure of sensitive interview materials at this critical time in the peace process would likely have a deleterious effect on efforts to put the past behind and move forward in Northern Ireland.

Signed under the pains and penalties of perjury.

Dated: June 2, 2011

/s/ Robert K. O'Neill
Robert K. O'Neill

Belfast Project, Phase I

Agreement

between the Trustees of Boston College and Edward Moloney, Project Director,
to Interview Members of Irish Republican Paramilitary Organizations and Provisional Sinn Fein
Regarding their Role in the "Troubles."

The Trustees of Boston College (hereinafter, the "Sponsor") agree to enter into a two-year contract with Project Director Edward Moloney (hereinafter, "Project Director"), Belfast, Northern Ireland, for the purpose of documenting, on audio and/or video tape, interviews with members of the Provisional Irish Republican Army and Provisional Sinn Fein regarding their involvement in the "Troubles" from 1969 to the present. While the primary objective of this project is to document the role of individual members of the Provisional Irish Republican Army and Provisional Sinn Fein in the "Troubles," these interviews will not be limited to members of the PIRA or PSF. Rather, they may include members of all Republican paramilitary and political organizations.

The Project shall commence on or about February 1, 2001 and continue through January 31, 2002. The Sponsor reserves the right to review the project at the end of the first year and may or may not continue funding for a second year at its discretion. The Project may be extended to a third year by mutual agreement between the Sponsor and the Project Director.

The Project Director has full discretion to hire or fire the lead project researcher/interviewer and transcribers.

The Project Director agrees to oversee the interview process in Northern Ireland or Ireland and to maintain an acceptable rate of progress, averaging at least one interview per week--conducted, transcribed and deposited at Boston College--while adhering to strict standards of historical accuracy.

The Project Director agrees to maintain tight fiscal control over the Project, and at the end of each calendar year to provide the Sponsor with a detailed record of all expenses, including receipts for all purchases of equipment and supplies.

The Sponsor agrees to pay the Project Director (part-time) a stipend in the amount of £Stg 7,500 per annum.

The Sponsor agrees to pay the Lead Project Researcher (full-time) a stipend in the amount of £Stg 25,000 per annum.

The Sponsor agrees to pay costs of transcriptions in an amount not to exceed £Stg 5,000 per annum. Costs estimates in excess of this budgeted amount require the prior approval of the Sponsor. Transcriptions will be done in Northern Ireland, and original copies of the transcriptions, along with the original tape(s), will be delivered to the John J. Burns Library of Boston College promptly and safely. The means of conveyance will be determined by mutual consent.

The Sponsor agrees to purchase appropriate equipment necessary to the recording and transcribing of interviews, including a camera, an audio tape recorder, archival-quality tapes, and related supplies, e.g., batteries. Equipment is to be purchased by the Project Director. A budget of £Stg 5,000 has been allocated for this purpose. Costs in excess of this figure must be approved in advance by the Sponsor.

Belfast Project: Agreement between Trustees of Boston College and Edward Moloney
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An additional sum of £Stg 2,000 per annum is allocated for miscellaneous expenses, including travel and postage. Transcriptions and tapes will be expressed mailed weekly from Belfast to Boston.

The Project Director will require the interviewer and the interviewee to sign an agreement of confidentiality, stipulating that neither will disclose to third parties the existence and scope of the Belfast Project without the permission of the Sponsor.

In the event the interviewee prefers not to be recorded either on audio tape or video tape, a transcription of the interview will be made and signed by the interviewer and the interviewee and witnessed by a notary public as a complete and accurate transcription of the interview. In the event that the interviewee is reluctant even to sign a notarized transcription of the interview, a reputable third party should be present during the interview and sign a notarized statement that the transcription is complete and accurate to the best of his or her recollection. In situations of doubt, the Project Director will consult with the Sponsor to determine an acceptable solution.

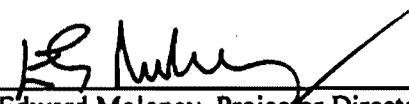
The Project Director will develop a standard coding system for all interviews. The transcribed and tape/video recorded interviews will be given an anonymous numerical/alphabetical identity and stored both in Belfast and at Boston College. A separate key to this code shall be kept and be accessible only to the Project Director and to the Burns Librarian. The key should be kept only in Boston and should only be transported to Boston by hand (i.e., during the Burns Librarian's visits to Ireland).

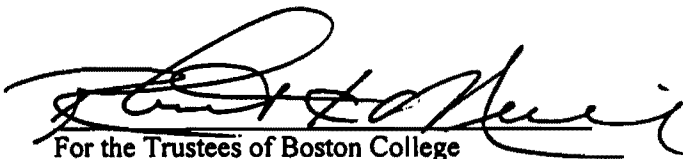
The statements of authenticity should also be kept separate from the transcripts/tapes and stored alongside the key to the codes at Boston College. The interviewee should be fully apprised in writing of this system.

Each interviewee is to be given a contract guaranteeing to the extent American law allows the conditions of the interview and the conditions of its deposit at the Burns Library, including terms of an embargo period if this becomes necessary, as outlined herein. An appropriate user model, such as Columbia University's Oral History Research Office Guidelines statement, should be adopted.

An oversight committee is to be appointed to assure that the strictest standards of historical documentation are to be followed. Members of this committee must include, but not be limited to, the Executive Director of Irish Programs at Boston College, the Director of the Irish Studies Program at Boston College and the Burns Librarian of Boston College.

Agreed to this 31st day of January, 2001

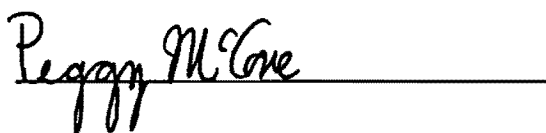

Edward Moloney, Project Director


For the Trustees of Boston College

Witnessed by:



Witnessed by:





BOSTON COLLEGE

JOHN J. BURNS LIBRARY

**John J. Burns Library
Boston College**

Chestnut Hill, Massachusetts 02467

AGREEMENT FOR DONATIONBRENDAN HUGHES

(Name of Donor)

CONDITIONS OF DONATION

1. I do hereby transfer to the Trustees of Boston College possession of the tape recordings and transcripts of my interviews conducted on 30/30-2/9/02. These recordings and transcripts are to be deposited in the John J. Burns Library, Boston College, Chestnut Hill, Massachusetts 02467, to be preserved in such a manner as may best serve the educational, intellectual and historical objectives of its oral history and related programmes.
2. I assign to the Trustees of Boston College absolute title thereto, including whatever copyright I may own in the contents of these tapes and transcripts.
3. Access to the tapes and transcripts shall be restricted until after my death except in those cases where I have provided prior written approval for their use following consultation with the Burns Librarian, Boston College. Due to the sensitivity of content, the ultimate power of release shall rest with me. After my death the Burns Librarian of Boston College may exercise such power exclusively.

4. Additional conditions.*

THIS AGREEMENT DOES NOT IN ANY MANNER PROHIBIT MY USAGE OF ANY MATERIAL I MAY HAVE DISCLOSED WITHIN INTERVIEWS C/101 - C/115 FOR ANY MEMOIRS, BOOK, ARTICLE OR BROADCASTS WHICH I MAY DECIDE TO WORK WITH AT ANY POINT IN THE FUTURE

(Donor)

(Date)

10 D DIVIS TOWER

(Address)

02890322508

(Telephone #)

BELFAST 12 NORTHERN IRELANDDr. Anthony McSwiney (PHD)

(Burns Librarian)

(Fax #) 12/December/2002 (e-mail)

(Date)

*If none, write "None" and draw a "Z" through the blank space that follows.

Burns-Belfast Project: Donor Agreement Form